



RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY

Office of Legal Counsel

311 Danielson Pike, North Scituate, RI 02857
Telephone: (401) 764-0537 — Fax: (401) 444-1105

Colonel James M. Manni
Director, Department of Public Safety
Superintendent, Rhode Island State Police

Adam J. Sholes, Esq.
Office of Legal Counsel
Department of Public Safety

July 8, 2019

Emma Best
MuckRock

RE: Public Records Request – MOAs/MOUs with or involving Immigration and Customs
Enforcement between 3/1/03 to present

Dear Ms. Best:

This serves as response to your Public Records Request received June 25, 2019 directed to the Rhode Island State Police seeking the above-referenced information. It should be noted that your original request directed to laudette@risp.dps.ri.gov was not received as that email address is not valid. Your request is governed by the Access to Public Records Act contained in R.I.G.L. Chapter 38-2. In response to a request for public records, an agency is required to make available for public disclosure those records that are responsive to a request, are in the possession of the agency and are not otherwise exempted from disclosure.

Enclosed please find copies of three (3) MOUs totaling twenty-two (22) pages which are directly responsive to your request.

In accordance with R.I. Gen. Laws § 38-2-8, you have the right to appeal this to Colonel James M. Manni, Superintendent, Rhode Island State Police, 311 Danielson Pike, North Scituate, Rhode Island 02857. Or you may file a complaint with the Department of the Attorney General, 150 South Main Street, Providence, Rhode Island, 02903, or the Rhode Island Superior Court of the county where the record(s) are maintained.

Please feel free to contact me should you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Adam Sholes".

Adam J. Sholes, Esq.

AJS/lra
Enclosure

MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY
[OFFICE OF INTELLIGENCE AND ANALYSIS]
AND
RHODE ISLAND STATE POLICE

I. PURPOSE. This Memorandum of Agreement (MOA) describes the partnership and responsibilities of the Department of Homeland Security (DHS), [Office of Intelligence and Analysis (I&A)] and the Rhode Island State Police each individually, "Party," and collectively, "Parties," in an effort to:

- (1) Provide direct national-level intelligence support to the Host through the assignment of DHS [I&A] personnel to facilitate intelligence and information sharing consistent with any applicable laws;
- (2) Serve as an interface between the Host and the national Intelligence Community (IC) (as defined in 50 U.S.C. 401a)
- (3) Manage, analyze, fuse, tailor and disseminate information in accordance with applicable laws, rules, regulations and authorities, and to facilitate the identification and prevention of threats within the scope of DHS's authority, as defined generally by the Homeland Security Act of 2002, as amended, and Executive Order 12333, as amended;
- (4) Provide DHS support and coordination to the principal officials of the designated Host fusion center, federal, state, local, tribal, and private sector homeland security officials, and the Homeland Security Advisor of that state, in accordance with section V of this MOU, 6 U.S.C. § 124h, and in addition to those specific functions assigned elsewhere in law to DHS/[I&A]; and
- (5) Improve communication and coordination among federal, state, local, tribal and private sector organizations and assist in developing methods to exchange relevant information in support of homeland security responsibilities of each organization.

II. AUTHORITY. This MOA is entered into by DHS pursuant to the Homeland Security Act of 2002, as amended, 6 U.S.C. §§ 121(d), 124h, 481, and 482; the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. § 485; Executive Order 13311, "Homeland Security Information Sharing," July 29, 2003; Executive Order 13388, "Further Strengthening the Sharing of Terrorism Information to Protect Americans," Oct. 25, 2005; and Executive Order 12333, "United States Intelligence Activities," Dec. 4, 1981, as amended.

This MOA is entered into by the Host pursuant to RIGL 42-28-1 et seq.

III. DEFINITIONS. For purposes of this MOA, the following terms shall have the following meanings when used herein:

A. "Classified Information" has the meaning given that term in 50 U.S.C. § 426, that is, information or material designated and clearly marked or clearly represented, pursuant to the provisions of a statute or Executive order (or a regulation or order issued pursuant to a statute or Executive order), as requiring a specific degree of protection against unauthorized disclosure for reasons of national security.

B. "Sensitive But Unclassified Information" shall refer generally to unclassified information in the possession of either Party to this MOU to which access controls or distribution limitations have been applied in accordance with applicable laws, policies, or regulations. It may include any locally-defined handling caveat or marking authorized for use by either party. It also includes unclassified information in the possession of the U.S. Government that may be exempt from public disclosure or subject to other controls.

C. "State and Major Urban Area Fusion Center" means a collaborative effort of two or more federal, state, local, or tribal government agencies that combines resources, expertise, or information with the goal of maximizing the ability of such agencies to detect, prevent, investigate, apprehend, and respond to criminal, terrorist, or other activity related to homeland security.

D. "I&A Field Personnel" means employees of I&A assigned, detailed, or deployed to Federal, State, local, tribal, and territorial offices physically located outside of I&A Headquarters. These individuals will not perform duties as an employee or official representative of the Host.

E. "Homeland Security Information" has the meaning given that term in 6 U.S.C. § 482, that is, any information possessed by a federal, state, or local agency that (a) relates to the threat of terrorist activity; (b) relates to the ability to prevent, interdict, or disrupt terrorist activity; (c) would improve the identification or investigation of a suspected terrorist or terrorist organization; or (d) would improve the response to a terrorist act. Such information may be "Classified Information" or "Sensitive but Unclassified Information." "Joint-seal

intelligence product" means a finished intelligence product in any format which is represented as the combined work product of both the Host and DHS. In some instances, such products may feature the seals or letterhead identifying both the Host and DHS as well as other partner agencies.

F. "Information Sharing Environment" means the information sharing environment established pursuant to section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. § 485.

G. "Homeland Security Data Network" means the classified wide-area network utilized by DHS, DHS Components and other partners, providing effective interconnections to the intelligence community and federal law enforcement resources.

H. "Homeland Security Information Network" means the trusted network for homeland security mission operations to share Sensitive But Unclassified (SBU) information. Federal, State, Local, Territorial, Tribal, International and Private Sector homeland security partners use HSIN to manage operations, analyze data, send alerts and notices, and in general, share the information they need to do their jobs.

I. "Intelligence-led policing" means the collection and analysis of information to produce an intelligence product designed to inform law enforcement decision making at the tactical and strategic levels.

J. "Terrorism information" has the meaning given that term in section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. § 485, that is, all information, whether collected, produced, or distributed by intelligence, law enforcement, military, homeland security, or other activities relating to – (a) the existence, organization, capabilities, plans, intentions, vulnerabilities, means of finance or material support, or activities of foreign or international terrorist groups or individuals, or of domestic groups or individuals involved in transnational terrorism; (b) threats posed by such groups or individual to the United States, United States persons, or United States interests, or to those of other nations; (c) communications of or by such groups or individuals; or (d) groups or individuals reasonably believed to be assisting or associated with such groups or individuals; and includes weapons of mass destruction information.

K. "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace the identity of a U.S. Citizen or lawful permanent resident, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

L. "Privacy Incident" means the suspected or actual loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term

referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to PII in usable form, whether physical or electronic.

IV. SCOPE.

A. Nothing in this MOA shall be construed as encroaching upon the sovereign rights, privileges, and immunities of either Party, by the other, in the conduct of inherently municipal, state or federal government operations, except as may be authorized pursuant to the U.S. Constitution. Nothing in this MOA is intended to conflict with current law, regulation, or the policies and directives of DHS or the Host. If a term or condition of this MOA is inconsistent with such authorities, the Parties agree to address and resolve the inconsistency in a timely and legally appropriate manner, unless the matter is incapable of timely resolution, in which case the inconsistent term shall be deemed invalid, but the remaining terms and conditions of this MOA shall remain in full-force and effect.

B. This MOA, in and of itself, does not result in the commitment, obligation, or transfer of funds or other financial obligations between the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

C. The following activities are specifically excluded from this MOA:

(1) Short-term (usually no more than 30 days) operational DHS support, including through temporary assignments of DHS personnel, to the Host.

(2) Assignments or intergovernmental details, per other formal agreements, which are based on cooperative joint training efforts in which training population drives instructor and support assignments for the training.

(3) Assignment of contractor personnel to the Host to perform contractor services in support of DHS.

V. RESPONSIBILITIES.

A. **DHS Responsibilities.** DHS [I&A] shall select and assign, on a non-reimbursable basis, one or more DHS [Intelligence] I&A Field Personnel to coordinate with and facilitate DHS support to the Host [in the exchange of relevant intelligence and information] consistent with applicable federal statutes, executive orders, Department regulations and policies. DHS will:

(1) ensure that the assigned DHS [Intelligence] Officer is provided [secure data and telecommunications systems capabilities in appropriately certified and secured space and facilities provided by the Host];

(2) ensure the assigned DHS [Intelligence] Officer is appropriately trained to perform [intelligence analysis or information sharing, including training to support intelligence-led policing, privacy and civil liberties training that is developed, supported, or sponsored by the DHS Chief Privacy Officer and the DHS Officer for Civil Rights and Civil Liberties, and such other training as prescribed by the Under Secretary for I&A;

(3) ensure, to the extent practicable, any anticipated or expected absence of a DHS Officer which exceeds 30 consecutive days is physically or virtually covered by the temporary assignment of a DHS [Intelligence] Officer in a manner consistent with ensuring continuous support to the Host; and

(4) provide necessary personnel management/human capital support for DHS [Intelligence] I&A Field Personnel, in accordance with Office of Personnel Management (herein after "OPM") and DHS regulations and guidelines, including consideration for promotions, awards, and other administrative actions.

B. Host Responsibilities. The Host shall, consistent with applicable federal and state statutes, regulations, executive orders and policies:

(1) provide office space, parking, unclassified data and telecommunications systems, and any administrative office supplies necessary to perform the tasks under this MOA;

(2) provide access to all Host facilities, equipment, and technical information that are required to perform the duties outlined in this MOA;

(3) consistent with applicable authorities, policies and procedures of the Parties, provide access to Host databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of information, including enforcement information, that may assist DHS or other entities with homeland security responsibilities;

(4) as appropriate, disseminate DHS and joint-seal intelligence products to local consumers consistent with dissemination guidance provided by DHS or in coordination with and following the concurrence of the DHS [Intelligence] Officer assigned to the Host;

(5) annually participate and provide data for DHS-led capability and performance assessments, consistent with the Federal Resource Allocation Criteria (RAC) Policy, and ensure compliance with all annual homeland security grant program (HSGP) requirements for fusion centers and similar [intelligence] entities; and

(6) promptly notify DHS following a privacy incident involving information originating with DHS.

C. DHS [Intelligence] Officer Responsibilities. Consistent with their functional duties and responsibilities as designated by DHS, DHS [Intelligence] I&A Field Personnel will:

(1) provide information sharing; collection and reporting; and analysis expertise, advice, training, support and assistance;

(2) coordinate with the Host to identify information needs and transform them into information requirements and product requests;

(3) track information requests and the delivery of responsive information and intelligence products and provide feedback from the Host to the producers;

(4) create intelligence and other information products derived from Host and DHS information and other homeland security-relevant information;

(5) consistent with applicable authority, access relevant databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of law enforcement information that may assist DHS or other entities protecting the United States;

(6) consistent with DHS authorities and DHS and Intelligence Community requirements, support efforts of the Host to report information that may assist DHS fulfill its mission, as well as support other entities protecting the United States;

(7) support efforts of the Host to participate in the information sharing environment;

(8) coordinate with other relevant federal entities engaged in homeland security-related activities;

(9) carry out such other duties as the Secretary of Homeland Security determines are appropriate;

(10) refrain from exercising any supervisory or disciplinary authority over personnel of the Host's facility or participating offices; and

(11) ensure that products intended to be issued and/or disseminated by the Host as joint- seal intelligence products have been reviewed and cleared by DHS according to established DHS procedures for disseminating finished intelligence products.

VI. INFORMATION SHARING AND HANDLING

A. Key Principles. The following key principles and standards apply to the sharing of information between the Parties in any form including verbal, paper, electronic, audio and visual:

(1) sharing must always be in furtherance of the official duties undertaken by the Parties;

(2) the originator of the information to be shared is considered to be the owner of that information and is accountable for deciding how information will be shared in a manner that will ensure the timely and efficient access by the Parties to all information necessary to discharge their official duties;

(3) the Parties will ensure that information will be appropriately marked to indicate the presence of handling, safeguarding, or dissemination controls and is provided with the expectation that these controls will be preserved;

(4) the sharing of personally identifiable information (PII) must be limited to that which is reasonably necessary for the intended recipient to understand, assess, or act on the information provided;

(5) privacy policies and relevant privacy compliance documents, such as Privacy Act notices (including systems of records notices and "(e)(3)" or similar notices) will be issued, reviewed, and revised as appropriate to ensure that they properly describe the treatment of PII;

(6) information sharing must comply with all applicable laws, regulations, or procedures and will incorporate protection mechanisms for handling of proprietary information;

(7) the use of data by an employee of either Party in an unauthorized or illegal manner will result in a review of the factual circumstances by both Parties and potentially subject the employee to appropriate remedial actions;

(8) to maintain data accuracy, where necessary, the Parties will be informed of any changes to the data they have received and also notify the source of any error they discover;

(9) the Parties will ensure that all staff are educated to manage sensitive information appropriately consistent with these principles and organizational policy on the collection and uses of information during the performance of official duties;

(10) the Parties will ensure that any third parties providing a service to them agree

and abide by these principles by inclusion in contracts/agreements;

(11) dissemination of information from one Party to another shall not be considered a release of information to the public, nor shall it constitute a waiver of any exemption to the release of information under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552 or RIGL 38-2-1.

(12) any Party in receipt of a request for information (whether pursuant to a FOIA, "sunshine," or discovery law) whose scope includes information shared by the other Party or documents developed jointly by the Parties, shall (a) consult with that Party prior to any disclosure, with the aim of developing a consensus view regarding an appropriate response, or
(b) refer the request to the originating Party for a direct response to the requester;

(13) information will be classified, marked, and accessed, as appropriate, pursuant to Executive Order 12958, as amended, and Executive Order 12968; and

(14) joint-seal intelligence products will be issued and/or disseminated in accordance with both parties' policies and clearance procedures.

B. Notwithstanding the paragraphs above, the Parties may use, disclose, reproduce, or retain, in accordance with the law of the state and applicable Host policy, any Party• provided
data or information (except data or information properly classified in accordance with Executive Order 12958) that is or was:

(1) already in the public domain at the time or which thereafter enters the public domain without fault or breach of this MOU by the Party;

(2) already made known to or lawfully acquired from a third party by the Party;

(3) previously disclosed to the Party without restriction from the other Party; or

(4) provided or disclosed to, or independently acquired by, the Party without restrictions from its originating source.

C. Notwithstanding the paragraphs above, pursuant to 6 U.S.C. § 482, Homeland Security Information obtained by a state or local government from a federal agency shall remain under the control of the federal agency, and a state or local law authorizing or requiring such a government to disclose information shall not apply to such information. The state or local agency shall: (a) withhold such information from any response; (b) release such information only with the expressed approval of the federal agency; or (c) refer the request to the originating federal agency for a direct response to the requester.

VII. SECURITY REQUIREMENTS.

A. The DHS I&A Field Personnel, in order to meet his or her mission objectives, shall have appropriate access to all relevant federal databases and information systems, consistent with any applicable policies, guidelines, procedures, instructions, or standards established by the President of the United States or, the program manager of the information sharing environment for the implementation and management of that environment, or as otherwise limited by federal law. This shall require that at a minimum, the DHS I&A Field Personnel must have an active security clearance at the level of Top Secret, and be read-on to Sensitive Compartmented Information (SCI) accesses as required.

B. Host will provide the DHS Officer with any local clearance or access necessary to accomplish duties consistent with DHS's mission responsibilities.

C. Host will protect the identity and personal information of the DHS Officer from public disclosure and will refer all inquiries regarding the presence of the DHS Officer to the DHS Public Affairs Office.

For purposes of access to Host information, the DHS Officer shall be considered a federal law enforcement, intelligence, protective, national defense, immigration, or national security official, and shall be considered by Host as authorized to receive information from law enforcement agencies.

VIII. DISCIPLINE AND REMOVAL.

A. Federal employees are subject to the Ethics in Government Act of 1978, 5 C.F.R. part 735, which regulates employee responsibilities and conduct; the Federal Trade Secrets Act, 18 USC, Section 1905; as well as DHS-specific standards of conduct regulations;

B. The Host may not take disciplinary or other administrative action against a DHS Officer who commits a violation under similar Host procedures and regulations governing the conduct of Host employees. DHS however, will take such administrative or disciplinary action against the DHS Officer as may be appropriate under the specific circumstance; and

C. Host will coordinate with the DHS [Intelligence] Officer's chain of command regarding any issues requiring management oversight or discipline. DHS [I&A] will address those issues and make every efforts to resolve them to the satisfaction of all parties to this MOA.

IX. DISPUTES.

A. Disputes arising under or relating to this MOA shall be resolved only through consultations between the Parties. The dispute shall not be referred to any outside Party or to any other forum for settlement without the consent of both Parties.

B. The Host will not pursue any claims against the U.S. Government or its employees, including, but not limited to claims for money, reimbursement of expenses, benefits or salaries paid to any of the Host's employees for its compliance with the responsibilities described within the terms of this MOA. This provision not to pursue any claims applies to past, present, and future compliance with the responsibilities described within the terms of this MOA and is retroactive to and includes claims for compliance with the responsibilities previously provided by the Host to DHS that are consistent with the responsibilities described within the terms of this MOU. This MOU does not waive remedies otherwise available to the Host under the Federal Tort Claims Act or other federal legislation expressly authorizing a private right of action for damages against the U.S. Government.

X. OTHER PROVISIONS.

A. Nothing in this MOA is intended to conflict with current law or regulation or the directives of either Party. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

B. Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this MOA may be conducted at any time. The Inspector General of the Department of Homeland Security, or any of his or her duly authorized representatives, shall have access to materials of the Parties, consistent with applicable authorities of the Parties, in order to perform audits, inspections, investigations, or other examinations of the DHS I&A Field Personnel, as authorized by law.

C. Any travel or training will be processed through travel orders with applicable reimbursement paid by the Party that requested and authorized the travel or training. All DHS Officer travel and training will be conducted in accordance with applicable DHS Management Directives and regulations, and the Federal Travel Regulations.

D. Nothing in this MOA shall, or is intended to confer any substantive or procedural right, and this MOA shall not be construed to create a private right of action for enforcement of any of its provisions or a defense to noncompliance with any independently applicable legal obligation.

XI. ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION.

A. All obligations of the Parties under this MOA shall be subject to the availability of properly authorized and appropriated funds for such purposes.

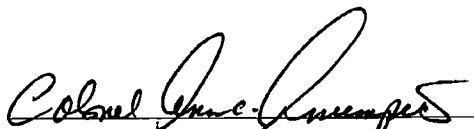
B. This MOA shall become effective upon signature by both Parties and shall remain in effect for an indefinite period.

C. This MOA may be amended by the written agreement of both Parties.

D. This MOA shall supersede any and all prior arrangements regarding DHS I&A Field Personnel entered into by the Parties or their respective organizations, units, or agencies.

E. This MOA may be terminated at will by any party upon ninety (90) days after written notification to the other Party.

F. This MOA may be signed in counterparts, each of which shall be considered to be an original. For the Department of Homeland Security:


Ann C. Assumpico, Colonel, Superintendent

Date: 12/7/18

Principal Deputy Under Secretary for Intelligence and Analysis

Date:

MEMORANDUM OF UNDERSTANDING
between
the
U.S. Immigration and Customs Enforcement (ICE)
and
Rhode Island State Police

ICE OI Directives 05-006 and 05-007

I. Purpose

The above listed law enforcement agency and ICE agree that effective enforcement of the laws relating to ICE jurisdiction requires close cooperation and coordination between the two agencies, and have therefore entered into this agreement to govern the use of ICE designations by certain employees of your agency.

II. Agreement

There may be instances when it may be desirable on occasion for certain sworn law enforcement employees of your agency to be able to perform certain ICE duties. Pursuant to section 401(j), Tariff Act of 1930, as amended, (19 U.S.C. 1401(j)), the Secretary of Homeland Security or his/her designee is authorized to designate persons as Customs Officers (Excepted) who are designated to perform the duties of an ICE Officer. The designated Customs Officers will have the authority to enforce "Customs" laws. This agreement does not grant the designated Customs Officers the authority to enforce "Immigration" laws.

The forms and authorities referenced herein may be renamed or replaced by ICE without prejudice to this agreement.

The two agencies have, therefore, entered into an agreement as follows:

A. The U.S. Immigration and Customs Enforcement agrees:

1. *to designate certain employees of your agency as Customs Officers (Excepted), without additional compensation, to perform the duties shown on the attached "Designation, Customs Officer" form (which is hereby made part of the agreement);*
2. *to provide appropriate training in Customs laws, policies, and procedures to the designated employees;*
3. *to issue a "Designation, Customs Officer," as described in A1 above to each qualified employee;*
4. *to advise your officers regarding any court proceedings that question any seizures or arrests that are made in accordance with this agreement;*
5. *to process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to local law officers acting pursuant to this agreement, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. 8101, et. seq.);*

B. The above listed law enforcement agency agrees:

1. to advise ICE of each situation in which the agency proposes to use an ICE designation;
2. that ICE designations to employees of your agency will be used only in situations where there has been specific advance approval by the appropriate Special Agent in Charge or Resident Agent in Charge. Designations will be used only for the duration of the specified law enforcement activity for which the approval was extended, and to the extent of such approval.
3. that only personnel who are sworn law enforcement officers of your agency and who successfully complete the appropriate ICE cross-designation training and received a "Designation, Customs Officer" form will be granted Customs Officer status;
4. to report to ICE, in writing, the results of all activity undertaken by the designated Customs Officer as a consequence of the Customs cross designation authority;
5. to advise ICE of each court proceeding in which the validity of ICE search, seizures, or arrest authority has become an issue; and to permit ICE to provide legal memoranda or other assistance in such cases when desired by ICE.
6. to follow ICE directives and instructions that are applicable to ICE concerning ICE search, seizure, and arrest authority;
7. to return all ICE equipment and identification if issued, when a cross designated officer terminates employment for any reason.

Both agencies agree to:

1. recognize that any abuse of ICE cross designation authority may lead to the revocation of such cross designations by ICE;
2. agree to exchange implementing instructions prior to issuance; and
3. agree to schedule periodic meetings to review this agreement.

This Memorandum of Understanding is an internal agreement between government agencies. It does not create or confer any rights, privileges, or benefits for any private person or party.

Approved By Law Enforcement Agency	Approved By ICE
Name of Agency: Rhode Island State Police	ICE Agency: SAC Boston
Name: <i>RAYMOND S. WHITE</i> <i>Brendan Doherty</i>	Name: Bruce M. Foucart
Title: <i>LIEUTENANT COLONEL</i>	Title: Special Agent in Charge
Signature/Date: <i>[Signature]</i> / 11-30-09	Signature/Date:

ICE Form 73-002 (05/05)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is being executed by the below listed agencies:

RHODE ISLAND STATE POLICE ("RISP")
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT
CENTRAL FALLS POLICE DEPARTMENT
DRUG ENFORCEMENT ADMINISTRATION
JOHNSTON POLICE DEPARTMENT
NORTH PROVIDENCE POLICE DEPARTMENT
PAWTUCKET POLICE DEPARTMENT
PROVIDENCE POLICE DEPARTMENT
WEST WARWICK POLICE DEPARTMENT
RI ARMY NATIONAL GUARD
U.S. DEPARTMENT OF STATE DIPLOMATIC SECURITY SERVICE

I. PURPOSE

This MOU establishes and delineates the mission of the Rhode Island State Police High Intensity Drug Trafficking Area Task Force ("RISP HIDTA"), a joint cooperative effort. This MOU formalizes relationships between and among the aforementioned agencies in order to formulate a cohesive unit capable of addressing multiple levels of drug investigations within the State of Rhode Island. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing violent criminal activity within the communities served.

II. MISSION

The mission of the RISP HIDTA is to identify, investigate, target for prosecution, and dismantle primary, secondary and high-level organizations that import and/or distribute cocaine, heroin, marijuana or other illegal narcotics in or throughout the Rhode Island area. It is also the mission of the RISP HIDTA to identify, investigate, target for prosecution and dismantle primary, secondary and high level organizations that participate in money laundering and/or use violent criminal activity such as murder, extortion, armed robbery, arson, home invasions, kidnapping, car jacking and drive by shootings to further their narcotics related criminal activities.

III. ORGANIZATIONAL STRUCTURE

A. FULL-TIME PERSONNEL

The RISP HIDTA will consist of a combined enforcement body of the agencies participating in this MOU. These participating agencies will provide full-time assigned personnel, as set forth below:

The RHODE ISLAND STATE POLICE will assign six (6) full-time investigators to the task force.

The US DRUG ENFORCEMENT ADMINISTRATION will assign one (1) full-time Special Agent to the task force.

The CENTRAL FALLS POLICE DEPARTMENT will assign one (1) full-time investigator to the task force.

The PROVIDENCE POLICE DEPARTMENT will assign one (1) full-time investigator to the task force.

The PAWTUCKET POLICE DEPARTMENT will assign one (1) full-time investigator to the task force.

The JOHNSTON POLICE DEPARTMENT will assign one (1) full-time Detective to the task force.

The WEST WARWICK POLICE DEPARTMENT will assign one (1) full-time Detective to the task force.

The RI ARMY NATIONAL GUARD will assign two (2) full-time analysts to the task force.

B. PART TIME PERSONNEL

In addition to the aforementioned full time personnel:

Upon request, all participating agencies will strive to make available, on a part-time basis, additional personnel to assist in meeting the goals of an investigation.

The FEDERAL BUREAU OF ALCOHOL, TOBACCO AND FIREARMS will assign one (1) part-time Special Agent to the task force.

The BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT will assign one (1) part-time Special Agent to the task force.

The NORTH PROVIDENCE POLICE DEPARTMENT will assign one (1) part-time Detective to the task force.

The US DEPARTMENT OF STATE DIPLOMATIC SECURITY SERVICE will assign one (1) part-time Special Agent to the task force.

C. SUPERVISION

The daily administrative and operational control of the RISP HIDTA will be the responsibility of the Officer in Charge ("OIC") of the RISP. The management of the RISP HIDTA will be closely coordinated with the OIC and the New England HIDTA Director and Staff. Responsibility for regulating the conduct of RISP HIDTA members, both personally and professionally, shall remain with the respective agency heads.

IV. PROCEDURES

A. PERSONNEL

Continued assignment of personnel to the RISP HIDTA will be based upon performance and will be the discretion of the OIC of field operations for the RISP and respective agency heads/supervisors.

As the RISP HIDTA Task Force targets a particular crime problem within the area of a participating agency's jurisdiction, the task force may request additional resources and assistance from that agency.

With the exception of unexpected and immediate personnel assignment requirements within an agency, the RISP will be given two weeks notice prior to the reassignment of task force personnel.

B. DEPUTATION

All local law enforcement personnel assigned to the RISP HIDTA Task Force, subject to a limited background investigation, will be State deputized, with the Rhode Island State Police securing the required deputation authorization. These deputations will remain in effect throughout the tenure of each investigator's assignment to the task force, or until termination of the task force, whichever occurs first.

C. INVESTIGATIONS & PROSECUTIONS

All RISP HIDTA investigations will be initiated in accordance with RISP Rules and Regulations. When state prosecution is anticipated, the RISP HIDTA investigations will be initiated in accordance with the Rhode Island

Attorney General's guidelines. When federal prosecution is anticipated, RISP HIDTA investigations will be initiated in accordance with the United States Attorney General's guidelines.

V. ADMINISTRATIVE

A. CASE ASSIGNMENTS

The OIC of the RISP HIDTA task force will oversee the prioritization and assignment of cases and investigative activity in accordance with the stated objectives and direction of the RISP HIDTA. Cases will be assigned to investigative teams based upon experience, training, performance, expertise and existing caseload.

B. RECORDS AND REPORTS

All investigative reporting and maintenance of records will be prepared in compliance with RISP policy.

C. INVESTIGATIVE EXCLUSIVITY

Matters investigated and handled by the RISP HIDTA will not knowingly be subject to non-task force law enforcement efforts. Each agency is required to make proper internal notification regarding RISP HIDTA existence, including its area of concern.

There shall be no unilateral action taken on the part of any participating agency relating to RISP HIDTA investigations. All law enforcement action will be coordinated and conducted in a cooperative manner. RISP HIDTA investigative leads outside of the State of Rhode Island will be communicated to other Federal, State & Local law enforcement agencies for appropriate investigation.

D. STAFF BRIEFINGS

Periodic briefings on RISP HIDTA investigations will be provided to the heads of the participating agencies or their designees.

E. MEDIA

All media releases pertaining to RISP HIDTA investigations and/or arrests will be the responsibility of the RISP. Participants of this MOU will be invited to participate in any press conference that may occur. No unilateral press releases will be made by any participating agency without the prior approval of the RISP.

VI. EQUIPMENT

A. VEHICLES

The participating agencies, subject to available funding, agree to provide each assigned investigator with a vehicle and to be responsible for all routine operating expenses of these vehicles.

The RISP agrees and authorizes all federal, state and local task force members to use and drive vehicles leased by the RISP for the purpose of HIDTA investigations, surveillances and undercover activities. The utilization of RISP vehicles is restricted to sworn members of the RISP.

VII. FUNDING

A. PARTICIPATING AGENCY RESPONSIBILITY

Each participating agency agrees to provide the services as outlined above for its respective personnel for the duration of this operation. Participating agencies agree to assume all personnel costs of their task force representative including salaries, overtime payments and benefits consistent within their agency. Subject to funding availability and legislative authorization, the RISP will reimburse to participating local agencies the cost of time worked by HIDTA members assigned full time and part time to the task force that were incurred as a result of the RISP HIDTA related duties.

B. OVERTIME REIMBURSEMENT

Overtime reimbursement is subject to the following conditions:

- (1) Through the RISP HIDTA budget as approved by the New England HIDTA Executive Committee, and/or
- (2) When an investigation has been designated as an Organized Crime Drug Enforcement Task Force ("OCDETF") Case, through the OCDETF budget as approved by the New England OCDETF Coordination Group.
- (3) Overtime reimbursement for local officers will be paid at a rate of 1 ½ their hourly rate for overtime approved by their Task Force Supervisors. The Task Force Supervisors are responsible for monitoring and allocating the HIDTA and OCDETF overtime funds for the full budget year.

- (4) For overtime reimbursement through the HIDTA budget, overtime is authorized for time spent related to HIDTA assignments above an 8 hour work day or in excess of 40 hours per week
- (5) For overtime reimbursement through the OCDETF budget, overtime is authorized for time spent related to HIDTA-OCDETF assignments in excess of 40 hours per week.
- (6) All overtime must be documented on a daily basis and must be approved by a Task Force Supervisor prior to being submitted to the officer's department for payment. Reimbursement for the overtime paid should be submitted monthly by the officer's department to the Task Force Supervisor who will verify the reimbursement.
- (7) It is the expectation of the RISP that the primary source for HIDTA overtime reimbursement in Rhode Island will originate from the OCDETF budget in connection with HIDTA-OCDETF cases.

VIII. EQUITABLE SHARING OF SEIZED ASSETS

- A. RISP HIDTA Task Force investigations shall employ both civil and criminal statutes in the seizure and forfeiture of assets. Whenever possible, the assets that are seized as a result of RISP HIDTA investigations shall be forfeited through the Rhode Island Attorney General's Asset Forfeiture Unit. It is agreed that a sharing of available assets will be divided on the basis of the participating agencies respective contribution to the effort.
- B. In the case that assets are forfeited through Federal asset forfeiture procedures, it is agreed that the principle of equitable sharing of available assets will be divided on the basis of the participating agencies respective contribution to the effort.
- C. If the New England HIDTA Executive Committee deems that the Investigative Support Center ("ISC") contributed to the investigation which led to the forfeiture (whether state or federal), then the Committee shall allocate an equitable proportion of assets for distribution to the agencies or departments within the ISC initiative.

- D. An agency will not be responsible for sharing forfeited assets, which were not forfeited as a result of a RISP HIDTA task force investigation.

IX. DURATION

- A. The continuation of this MOU shall be subject to the availability of necessary funding. This MOU may be modified at anytime by written consent of all involved agencies and maybe terminated at anytime by any of the participating agencies. Upon a participating agencies withdrawal from this MOU or termination of the RISP HIDTA, all equipment will be returned to the supplying agencies.
- B. This MOU is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, State of Rhode Island, or the officers, employees, or other associated personnel thereof.

For the RHODE ISLAND STATE POLICE



COL. STEVEN G. O'DONNELL

Director of Public Safety
Rhode Island State Police

DATE:

4-14-14

For the BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

DATE:

GLEN A. ANDERSON

Special Agent in Charge
Bureau of Alcohol, Tobacco and Firearms

For the BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT

DATE: _____
BRUCE M. FOUCART
Special Agent in Charge
Bureau of Immigration and Customs Enforcement

For the CENTRAL FALLS POLICE DEPARTMENT

DATE: _____
COL. JAMES J. MENDONCA
Central Falls Police Department

For the PROVIDENCE POLICE DEPARTMENT

DATE: _____
COL. HUGH T. CLEMENTS
Providence Police Department

For the United States Drug Enforcement Administration

DATE: _____
SPECIAL AGENT IN CHARGE STEVEN W. DERR
United States Drug Enforcement Administration

For the PAWTUCKET POLICE DEPARTMENT:

DATE: _____
CHIEF PAUL KING
Pawtucket Police Department

For the NORTH PROVIDENCE POLICE DEPARTMENT:

DEPUTY CHIEF PAUL MARTELLINI
North Providence Police Department

DATE: _____

For the JOHNSTON POLICE DEPARTMENT

CHIEF RICHARD S. TAMBURINI
Johnston Police Department


DATE: _____

For the NORTH KINGSTOWN POLICE DEPARTMENT

CHIEF THOMAS J. MULLIGAN
North Kingstown Police Department

DATE: _____

For the WEST WARWICK POLICE DEPARTMENT

_____
COLONEL RICHARD SILVA.
West Warwick Police Department

DATE

4/01/14

For the DEPARTMENT OF STATE DIPLOMATIC SECURITY SERVICE

ASSISTANT SPECIAL AGENT IN CHARGE WILLIAM WOMACK
Department of State Diplomatic Security Service

DATE